CONTRACT

January 21, 2005

Prepared for:

Randolph County Indiana

To Provide:

Layer Development and Software License

W-3

WTH
ENGINEERING

OVERVIEW

Randolph County (the "Client") is in need of certain mapping or GIS related products and services. WTH Engineering, Inc. (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Think Map Software

The Client will be provided with **5 Think Map licenses**. This software may be installed on stand alone computers or on a server but use of the software is limited to 5 computers. Each computer where Think Map is used must be registered with The Company. The hardware requirements for using the Think Map software are as follows.

System Requirements	Minimum	Recommended
Operating System**	Win 98 SE, WinNT 4.1, Win2000, WinXP	Windows XP
Processor	Pentium or equivalent	PII-300 MHz or faster
Memory (RAM)	128 MB	256 MB
Available hard disk space required on server or stand alone computers	500 MB for software + map layers. Plus 2 to 40 GB for aerial photography images depending on coverage area and resolution	80 GB (Based upon Aerial Photography needs)
Available hard disk space required on workstations when data stored on server	Less than 100 MB	
Video	15" monitor capable of displaying 16 bit color at 800 X 600 resolution or better	17" monitor, 16 bit color, 1024 X 768 resolution
Internet Access (Required for support services)	Dial-up connection with minimum connection speed of 46K	DSL/T1 Connection
Other	CD drive, mouse, keyboard	Laser Printer (with 96 MB of memory)

**All computers must be current on all Microsoft Windows Critical Updates and Service Packs.

Aerial Photography Conversion

The Company will convert the Client's existing ESRI .SHAPE file for the aerial photography layer to a Think Map .TML file and tile them all together into one seamless map layer.

Land Information Conversion

Property Lines and Parcels

The Company will convert the Client's existing ESRI .SHAPE file for the parcel layer to a Think Map .TML file to create one seamless map layer. There will not be any vector modifications to the parcel layer. A custom parcel form will be created to view any attributes that the Client wishes to see.

- The finished map will show all the, parcel boundaries, any other data included on the source documents.

Soil Classification

The Company will convert the Client's existing ESRI .SHAPE file for the soil layer to a Think Map .TML file to create one seamless map layer. There will not be any vector modifications to the parcel layer.

- If each area is populated with a soil type, the software will have enough information to automatically do an agricultural land assessment. The Client will need to provide a list of the soil productivity factors to be used in the assessment tool.
- The Company will include a Parcel Assessment Wizard in the Think Map software, which will allow the Client to draw in the land use areas when a parcel is being assessed. The Client will be responsible for drawing the land use areas on the map.

Update Parcel Splits

The Company will update the Clients parcel splits within the new Think Map parcel layer. 20 of the approximately 100 known splits will be reserved for Client training purposes.

Parcel Re-Numbering

The Company will take the existing parcel number and create the new 18 digit format (i.e. 65-00-00-000-000.000-000). The Client must provide the tax id numbers and areas for the County and provide the. This can be a map with the boundaries outlined and the tax id numbers on the plot.

To complete this task, the Company will need a current copy of the tax records database with the express instructions that no changes will be made to the tax records database. The new parcel number is the only thing that will be provided to the Client. This new number can be added to the tax record data at any time by the current vendor.

On-Site Installation and Training

When the project is completed, the Company will install the software and all data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

3

Customer Service

The Company will provide the following services as part of an annual service agreement. These services are to be paid for at the beginning of each 12 month period.

- **Software Upgrades**
  Any enhancements made to the Think Map system during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.

- **UDX (Universal Data Exchange Network) Subscription**
  This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments and receive Think Map program updates on a regular basis. Remote users who have Internet access on their computer will be able to automatically connect to WTH Engineering's server and send or receive map updates. With this in place, any user responsible for maintaining one or more layers can upload their changes to a remote server and all other users will be able to download these layers so that they are up-to-date on a regular basis. This option does not require the Client to have a network, simply an Internet connection.

- **Phone Support**
  Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.

- **Off Site Data Backup**
  The Company will maintain a backup of any Map Data transferred via the synchronization process. This data can be restored to the Client's computer(s) at their request.

- **Pre-Contract Technical Counsel**
  The Company will assist the Client in any pre-contract technical decision that needs to be made regarding digital data interfacing with the Think Map GIS system. The Company's wide range of experience will aid the Client in making efficient decisions for the Client and the Think Map product.

DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	30 Days	(5) Five Think Map Licenses	30 Days*	$ 5,000
Delivery	30 Days	Layer Development	30 Days*	$ 6,050
Delivery	30 Days	State Parcel Re- Numbering	30 Days*	$ 2,000
Total GIS Cost			**TOTAL**	**$13,050**
Customer Service		Annual Customer Service	30 Days	$ 5,000

*WTH will invoice the customer when the project is completed and installed. The dates to the final completion date will begin after the signing of this contract and the delivery of all source materials by the Client. The delivery and invoice dates will be reviewed once the contract is signed and may be adjusted if needed.

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this agreement or the performance of breach thereof, even if such party has been advised of the possibility thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.
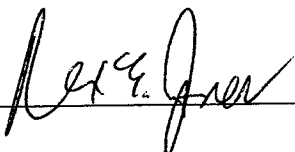
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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _28_ day of _January_ 2005.

Company:
WTH Engineering, Inc.

Signature: _____

Name: Rex Jones

Title: President

Date: _____

Client:
Randolph County Indiana

Signature: _____

Name: NOEL B. CARPENTER

Title: Randolph County Assessor
Courthouse, Winchester, IN 47394

Date: Phone: 765-584-0399
Fax: 765-584-2958
rcassessor@jayco.net

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

WTH
ENGINEERING

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